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ARIZONA CORPORATION COMMISSION

REQUEST FOR QUOTE

A. ACC SOLICITATION NO.: CC05-01
Procurement Officer: Michael Kearns
Arizona Corporation Commission
1200 W. Washington St., Room 101A
Phoenix, AZ 85007
Phone number (602)542-4140
Email : mkearns@azcc.gov
Fax number (602) 542-4111

The terms and conditions included in this document should be reviewed and understood before preparing a quotation. The quotation shall be firm, fixed price. Return this quotation by the date and time indicated, to the above address. When mailing a response, please reference the Procurement Officer's name and the Solicitation (RFQ) number on the outside of the envelope.

Quotations must be received by 3:00 PM MST, May 11, 2005 at the above address. Quotations may be mailed, or faxed the number shown above.

A. SPECIFICATIONS –

1. Cannon CR180 or equal as described below:

- **High Speed Desk Top Scanning** - performs high-speed scans of both sides of 180 check size documents on black & white or gray scale at up to 240 dpi.
- **Built-in Jogger Unit** - built-in jogger that jogs documents using vibration to align the bottom edges of documents loaded on the document tray, which also helps accurate reading on MICR characters by reducing document skew.
- **Built-in Imprinter** - as a standard feature, with which endorsement information, can be printed on checks before scanning. The ink-jet imprinter prints a maximum of 48 characters with 3mm in height.
- **Automatic and Reliable Check Sorting into Output Pockets** - document eject trays, called Output Pockets, to each of which two different sets of checks can be sorted automatically, according to pre-configured conditions based on the MICR data on the checks.
- **Double Feed Detection** - reliably detects double feeding documents by thickness or length of the documents being scanned.
- **High Durability** - a very high durability of 24 million scans with normal maintenance.
- **Reads MICR Character** - in E13B standard in U.S. as well as in CMC-7 standard in Europe. A rated accuracy of over 99.9% in reading MICR data on checks.
- **Larger Documents** - An extendable output tray to produce quick scans of papers as large as 11.8 x 23 cm (4.6 x 9.1 inches). Additionally, a non-separation mode allows for the continuous, jam-free scanning of sticky-edged duplicate or multiform documents, and worn-out or damaged checks sealed in a check carrier envelope.
- **Easy Maintenance** - mechanisms which makes it easy to change the imprinter's ink cartridge, clear a misfeed, or perform maintenance tasks such as cleaning the scanning glass and feed rollers.
- **Output Pockets** - Batches of checks can be scanned simultaneously and automatically sorted to different output pockets using pre-configured rules based on the MICR data on the checks.
- **Built in Automatic Feeder**

Additional Specifications

Resolution	100 / 150 / 200 / 240 dpi	
Scanning Speeds (LTR Portrait @200 dpi) :	Grayscale	U.S. Checks: 180 checks per minute
	Black-and-white	U.S. Checks: 180 checks per minute
Simplex/Duplex		
Feeder Capacity	200 checks	

2. **Software with the above scanner that includes the following:**
 - a. **Create image of each document and save in a database, allowing for archiving and future retrieval.**
 - b. **Capture payment data from the checks that allows summary reports.**
 - c. **Produces deposit and batch total information.**
3. **Check MICR Encoder and Endorser with the following characteristics**
 - a. **Integrated or attached auto-feeder**
 - b. **High speed (40 char/sec minimum)**
 - c. **Inkjet endorser**

**** Equipment solutions proposed in #1 and 3 above should be able to handle a minimum of 1,000 checks per eight hour work day.**

B. INSTRUCTION TO BIDDERS

1. Preparation of Quotation:

- a) The authorized person signing the Vendor Offer shall initial erasures, interlineations, or other modifications in the quotation in original ink.
- b) In case of an error in the extension of prices in the quotation, unit prices shall prevail.
- c) No quotation shall be altered, amended, or withdrawn after the specified quotation due date and time.
- d) Periods of time, stated as number of days, shall be calendar days.
- e) It is the responsibility of all bidders to examine the entire Request for Quotations (RFQ) package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a quotation.

2. **Inquiries:** Any question related to the RFQ shall be directed to the Procurement Officer whose name appears on this solicitation. Any correspondence related to a solicitation should refer to the appropriate solicitation number, the page number and the paragraph number.

3. **Late Quotations:** Late quotations shall not be considered (See ARS 41-2533, Rule R2-7-317).

4. **Withdrawal of Quotation:** At any time prior to a specified solicitation due date and time, a bidder may withdraw the quotation. Facsimile withdrawals shall be accepted.

5. Award of Contract:

- a. Where applicable, the State reserves the right to make multiple awards or to award a contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the State.
- b. Prompt payment discounts of thirty (30) days or more set forth in an offer shall be deducted from the offer for the purposes of evaluating that price.
- c. Notwithstanding any other provision of the solicitation, the State reserves the right to:
 - (1) Waive any immaterial defect or informality;
 - (2) Reject any and all offers or portions thereof; or
 - (3) Cancel a solicitation.
- d. A response to an RFQ is an offer to contract with the State based upon the terms, conditions and

specifications contained in the State's RFQ. Quotations do not become contracts until an authorized Procurement Officer accepts them. A contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the Terms and Conditions of the procurement contract are contained in the RFQ, unless any term or condition is modified by a contract amendment.

- e. The procurement officer shall file a written determination specifying the reasons for the decision.

6. Small Business: When practical, this purchase may be restricted to small businesses, pursuant to R2-7-335. A small business is one that, including its affiliates, is independently owned/operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full-time employees or which had gross receipts of less than \$4 million dollars in its last fiscal year.

7. Incorporation by Reference: The Uniform Instructions to Bidders (Version 7.1) are incorporated by reference into this solicitation and are available from the Arizona State Parks Board Procurement Office.

8. Taxes: Prices offered shall not include applicable State and local taxes. The State will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

C. SPECIAL TERMS AND CONDITIONS

1. Purpose: Pursuant to the provisions of the Arizona State Procurement Code, A.R.S. 41-2501 et seq., the State of Arizona, Arizona Corporation Commission (ACC), intends to establish a contract for the materials or services listed herein.

2. Authority to Contract: This contract activity is issued under the authority of the Arizona Corporation Commission. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based on this contract may be made without express written approval of the Arizona Corporation Commission in the form of an official contract amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the ACC inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. Contract Type: One - Time, Firm, Fixed Price, definite quantity. Annual maintenance if applicable.

4. Term of Contract: The term of the resultant contract shall commence upon award or as specified in the award documents and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

5. Delivery: Delivery is an important consideration and may be a factor in determining an award; therefore, delivery time after receipt of an order must be stated in definite terms. Should there be variance in delivery time by item; offers must be clear in regard to those variations.

6. Documentation: The Contractor shall include with each piece of equipment the owner, operator and maintenance manual. This shall included at the time of delivery, all standard manufacturer literature normally furnished with the purchase of new equipment.

7. Product Discontinuance: The State may award contracts for particular products and/or models or equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the State at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

- a. A formal announcement from the manufacturer that the product or model has been discontinued.
- b. Documentation from the manufacturer that names the replacement product or model.

- c. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- d. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- e. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

8. Current Products: All products offered under this contract shall be in current and ongoing production; shall have been formally announced for general marketing proposed; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

9. New Equipment: All materials, parts and other components incorporated in the work or an item covered by this contract shall be new, of the latest model and of the most suitable grade for the purpose intended.

10. Estimated Quantities (General Needs): This solicitation references quantities as a general indication of the needs of the ACC. The ACC anticipates considerable activity resulting from contracts that may be awarded as a result of this solicitation; however, the quantities shown are estimates only and the State reserves the right to increase or decrease any quantities actually acquired.

11. Shipping (FOB Delivered): Prices shall be F.O.B. destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The State will promptly notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

12. Indemnity: The parties to this Contract agree that the State of Arizona, Arizona Corporation Commission, shall be indemnified and held harmless by (Contractor) for the vicarious liability of the State as a result of entering to this Contract. However, the parties further agree that the State of Arizona, Arizona Corporation Commission, shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.

13. Ordering Instructions: Authorization for purchases under the Terms and Conditions of this contract will be made only upon issuance of a purchase document signed by an authorized agent. The purchase document will specify the items ordered, delivery instructions and any other pertinent information required. All State and Contractor documents must reference the resultant purchase document by number.

14. Packing Slip: Each shipment shall include a packing slip showing the purchase order number and the quantity shipped.

15. Billing: All billing notices to ACC shall identify the specific items(s) being billed. Items are to be identified by the name, model number, and/or serial number most applicable. Any contract release order issued by the requesting agency shall refer to the contract number.

16. Contract Termination- Convenience: Arizona Corporation Commission, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State of Arizona, without penalty or recourse, by giving notice to the contractor at least thirty (30) days prior to the effective date of such termination. If this contract is so terminated, the contractor will be compensated for work performed up to the time of termination notification. In no event shall payment for such costs exceed the current contract price.

17. **Sub-Contracts:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advanced written approval of the state. All subcontracts shall comply with federal and state laws and regulation which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the contractor referred to herein. The contractor is responsible for contract performance whether or not subcontractors are used. The state shall not unreasonably withhold approval and shall notify the contractor of the state's position within 15 days of receipt of written notice by the contractor.

18. **Changes:** ACC reserved the right to revise the work quantities, locations and schedule and make other changes within the general scope of work as may be deemed necessary to best serve the interest of the State. All changes shall be documented by formal amendment to the contract.

19. **Incorporation by Reference:** The Uniform General Terms and Conditions (version 7.0) are incorporated by reference into this solicitation and are available from the Arizona Corporation Commission Procurement Office.

20. **Arizona Procurement Code:** The Arizona Procurement Code (ARS Title 41, Chapter 23) and the Arizona Procurement Code rules and regulations (ACRR Title 2, Chapter 7) are a part of this document as if fully set forth herein.

21. **Warranty:** In accordance with the manufacturer's warranty and any additional warranty expressed by the contractor, all material and/or equipment supplied under this contract shall be fully guaranteed from the date of acceptance by the State. Any defects of design, workmanship, materials, and /or software that would result in non-compliance with the contract specification shall be fully corrected by the Contractor (including parts and labor) without cost to the State.

D. PRICE SCHEDULE

Item	Description	Quantity	Price
	Tax Rate		
	Total		

* INCLUDE WARRANTY INFORMATION (PERIOD/PRICE) as separate line below total.

Delivery is promised within _____ calendar days after receipt of an order.

Vendor Offer to the State

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, scopes of work, and specifications in the Request for Quotation (RFQ). Should the bidder find it necessary to take exception to any term, condition, scope of work or specification, such exception shall be clearly and fully documented herein.

Name of Person Authorized to Sign Signature

Company FEI/SS Number: _____ AZ Sales Tax No. _____

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

Prompt Payment Discount: _____ % Net _____ Days Tax Rate: _____

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Certification

By signing the above section, the bidder certifies :

1. The submission of the offer did not involve collusion or other anti-competitive practice.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §31-1461.
3. The bidder has not given, offered to give, does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
4. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer.
5. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For State of Arizona Use Only)

Your offer is hereby accepted:

The Contractor is now bound to sell the material, services or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the State. The contract shall henceforth be referred to as Contract No. 05-01. The Contractor is hereby cautioned not to commence any work or provide any service under this contract until Contractor receives a release document.

Awarded this _____ day of _____, 2005

Michael P. Kearns

In Accordance with A.R.S. §41-1001 (19), and A.R.S. §41-2535 Rule-7-335 Arizona Procurement Rules; the following form is to be completed by the Offeror to certify that the acquisition of materials or services between the aggregate amount of \$10,000 and \$50,000 are made to small businesses. Arizona Revised Statute §41-1001, State Government; Paragraph 19. "Small Business" means a concern, including its affiliates, which is independently owned and operated, which is not dominant in its field and which employs fewer than one hundred full-time employees or which had gross annual receipts of less than four million dollars in its last fiscal year. For the purpose of specific rule, an agency may define small business to include more persons if it finds that such a definition is necessary to adapt the rule to the needs and problems of Small Businesses and Organizations. I certify that the business identified on this form is a Small, Minority and/or Woman Owned Business as per the definition listed above.

Name of Person Authorized to Sign Signature

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

- ☐ Small Business ☐ Woman Owned Business
- ☐ Minority Owned Business (specify)_____ ☐ None